Check the number of Signatories required for a loan application card, as per the Company's internal documents. One application form duly completed and signed per authorized Signatory. Make sure that ICOP reflects this information in section 4.3 of the Borrowing agreement.

CIS no.

Employee no

Transit

All credit applications are subject to credit approval by National Bank.

An advance to cover an overdraft will be rounded to the next highest hundred dollars (\$100). The fees that will be charged by the Bank are listed in the "Guide to Business Banking Fees."

Certain conditions apply. For additional information concerning the interest rate applicable to the Mastercard Business Line, please refer to the section entitled "Interest and grace period" under "Additional Information" on the next page.

Disclosure of your Social Insurance Number is optional. For information on its use by National Bank, read the section entitled "Collection, Use and Communication of Financial and Personal Information"

Balance transfers can reach up to 75% of the credit limit granted to the Company. National Bank reserves the right to refuse any balance transfers. Balance transfers are treated as cash advances and are subject to the Agreement Governing the use of the Mostercard Credit Card issued by the Bank. In particular, interest on the cash advance amount begins to accrue as of the cash advance date, until full payment is received. The Bank reserves the right to refuse any balance transfer.



Authorized credit limit



# General Conditions

#### Opening of the credit card account

The company requests that a credit card account be opened and that cards be issued, renewed or replaced by the bank from time to time. The company acknowledges that the account will be used exclusively for its business activities. The company agrees to grant to the persons identified on the application as the authorized signatories all the rights and powers associated with the management of the account. At the request of the bank, the company will provide its financial statements, as well as any other document considered relevant and necessary by the bank for the purpose of evaluating this application and any renewal of the card.

#### **Board Resolution**

The terms and conditions of this application have been formally and validly adopted by a resolution of the board of directors of the company in accordance with its incorporating instrument, bylaws and applicable statutes and legislation. This resolution remains in full force and effect.

#### Cardholder Agreement

The bank will provide the cardholder agreement upon the issuance of the card. The first use of the account will confirm the acceptance of the terms and conditions of the cardholder agreement by the company.

#### Jointly & Severally Liable

The company and the authorized signatories who sign an application form are jointly and severally (solidarily in Quebec) liable to the bank for any obligations and amount owed to the bank resulting from the use of the credit card in principal, interest and charges. This means that the authorized signatories may be personally required to reimburse the amounts resulting from the use of the credit card account.

# Collection, Use and Communication of Financial and Personal Information Collection

The bank collects private and personal information on the company and the authorized signatories (hereinafter indiscriminately, for the sole purposes of this section, the "Information") in order to offer the company the regular financial services related to the issue, management, renewal, and replacement of the card and to insurance products related to the card (where legislation permits), by any technological or electronic means or via telephone, to understand and meet the company's needs, to determine its eligibility for various bank products and services and, generally, to protect its interests and those of the bank.

The company and authorized signatories agree to provide the bank with the necessary information about themselves for the purposes indicated in this section. The company and the authorized signatories agree to provide the bank with the information about themselves required for the purposes mentioned in this section and authorize the bank to obtain financial and personal information about them from any person or entity likely to have such information and confirm the accuracy of such information (credit reporting and assessment agencies, financial institutions, public registries, regulatory authorities and organizations, employers, professionals, persons with whom they have a business relationship and bank subsidiaries and affiliated companies).

#### Use and Communication

- The information that the bank collects and needs in order to provide the products and services
  requested may be used and disclosed to the persons and entities mentioned in the previous
  paragraph, to any person or entity working with or for the bank, including its suppliers, attorneys or
  agents, as well as any other third party, as permitted by law, for the following purposes:
- 1.1 To evaluate the financial position of the company and authorized signatories and to determine the company's eligibility for the various products and services requested, including the benefits, programs and services tied to the use of the card if applicable, as well as to verify the authenticity of the information provided
- 1.2 To continuously provide the company with the products and services requested
- 1.3 To process and store data, recover amounts and inspect, audit and investigate transactions paid for
- 1.4 To protect the company and authorized signatories as well as the bank against errors and fraud, thereby authorizing the bank to monitor transactions carried out with the card and exchange information on the company and authorized signatories with merchants with whom the card has been used for remote transactions, as needed;
- 1.5 To enable the bank to compile data for statistical purposes, to assess the quality of its customer service and, in general, to conduct its activities and ensure their compliance, thereby authorizing the bank to record and monitor telephone conversations and other exchanges with authorized signatories and any representative, manager, administrator or employee of the company (email, Internet, etc.)
- 1.6 To enable the bank to adopt measures required and exchange with its subsidiaries and affiliated companies the information necessary to manage risk and update the profile of the company and authorized signatories, as well as to comply with applicable legislation, particularly the Proceeds of Crime (Money Laundering) and Terrorist Financing Act
- 1.7 To make it easier for the bank, credit reporting and assessment agencies, financial institutions, public registries, regulatory authorities and agencies, employers, professionals, persons with whom the company and its authorized signatories do business, bank subsidiaries and affiliated companies to identify the company and authorized signatories and differentiate them from their other clients. The authorized signatories authorize the bank to use their social insurance number for these specific purposes, unless they refused to disclose it when completing this application
- 1.8 To enable interested persons or companies to carry out due diligence audits in the event of the sale, disposal or transfer of the bank's activities or assets or to allow the conclusion of any transaction in this regard
- 1.9 To convey the credit files of the company and its authorized signatories to credit reporting and assessment agencies, credit product insurers or other lenders in order to preserve the integrity of the credit granting process and
- 1.10 In other cases and under conditions where legislation authorizes the bank to use and exchange information without the consent of the company and authorized signatories.
- 2. Some of the identity and financial information of the company and authorized signatories may also be used and disclosed for the following purposes:
- 2.1 To offer the company, by way of telemarketing or other means, other products and services provided by the bank, its subsidiaries, affiliated companies and select business partners, who are well established businesses chosen by the bank. Such information will also be added to the client lists drawn up and used by the bank for this purpose and
- 1.2 To allow the bank to disclose it, as permitted by law, to its subsidiaries and affiliated companies, attorneys or agents as well as its select business partners so that they may offer the company, by telemarketing or other means, products and services which may be of interest to them.

## Retention, access and correction

The bank will keep the information collected for the purposes set out herein for as long as it may be needed and any other period prescribed or permitted by law, even if the company and its authorized signatories no longer do business with the bank. The company and its authorized signatories can access their personal information and have it corrected by sending a written request to their branch or by e-mailing confidentiality@nbc.ca.

The company and its authorized signatories undertake to advise the bank promptly of any changes related to their personal information so that it may update their file. The bank will be authorized to act on the information that it holds pertaining to the company and its authorized signatories until it is advised of any such changes.

If they fail to advise the bank of such changes, they cannot hold the bank liable for any damages they incur as a result of inaccurate information the bank has about them.

It is possible to obtain more information on the bank's privacy policy by visiting at nbc.ca or by referring to the pamphlet on this subject available in branches.

#### Credit Information

Bank Account Overdraft Protection: The Bank will automatically debit from the Account the amount necessary to cover any overdraft of the Company's bank account described in the application. This amount will be charged to the Account as a cash advance.

Annual Interest Rate: The interest rate applicable to the Account will depend on the information received from the credit assessment agency regarding the solvency of the Authorized Signatories and that of the Company. This interest rate is calculated by adding a fixed percentage, ranging between 0% and 10%, to the Bank prime rate, annually. The Bank prime rate means the annual variable interest rate published by the Bank from time to time and used to determine the interest rates on loans granted by the Bank in Canadian dollars in Canada. Therefore the interest rate applicable to the Account is variable, meaning that it will change without notice whenever the Bank prime rate changes. You can find out the current Bank prime rate by visiting nb.c.a or by dialing 1-844-394-4494 (toll free) or 514-394-4494 in the Montreal area. The Bank will communicate to you the interest rate authorized by the Bank concurrently with the opening of the Account. The fixed percentage added to the Bank prime rate may be modified by the Bank upon notice.

**Increased Rates:** The interest rate will increase when the minimum payment is not made by the due date indicated on the monthly statement twice during any 12 month period. Any missed payment during a 12 month period is counted, even if the missed payment has already been counted to increase the rate in the past or has occurred during such a period.

The interest rate in effect when the 2<sup>nd</sup> payment was missed will be increased by 5%. The increased rates will take effect on the 3<sup>nd</sup> statement period following the 2<sup>nd</sup> missed payment and will apply to the account balance until the minimum payment is made by the due date indicated on the monthly statement during 9 consecutive months. The rate in effect after this period will be the variable interest rate that applies to the account as described in the section above.

**Grace Period:** At least 21 days on purchases if you pay your full balance by the due date indicated on your monthly statement (no grace period applies to balance transfers and cash advances).

Minimum Payment: The minimum payment will correspond to 2.5% of the account balance plus any amount already due or \$10, whichever amount is higher. If the account balance is lower than \$10, the entire balance must be paid. If the credit limit is exceeded, the amount of the minimum payment will be the highest of the following amounts: (a) 2.5% of the account balance or (b) the amount of the overlimit.

**Annual Fees:** Annual fees will appear on the  $2^{nd}$  statement following the issuance of the card, and once a year thereafter, on the anniversary of this  $2^{nd}$  statement, whether the card is activated or not. See previous page for annual fees.

### Example of Credit Charges Calculated Over a Period of 30 Days:

Annual interest rate	Average balance	
	\$500	\$3,000
4.25%	\$1.75	\$10.48
9.25%	\$3.80	\$22.81

### Other Fees

Additional copy of sales slip of statement:	DU.C¢	(1)
Cheque issued for a credit balance:	\$5.00	
Pre-authorized account payment:	\$1.00 /	/month
Fee for dishonoured account payment:	\$42.50	
Conversion fee for transactions in a foreign currency:	2.5%	(2)
Fees for balance transfers:		
<ul> <li>Requested when the credit card account is opened.</li> </ul>	1% of the amount of the transaction	

Requested when the credit card account is opened:
 1% of the amount of the transaction
 3% of the amount of the transaction
 3% of the amount of the transaction
 3% of the amount of the transaction
 Overlimit fee: \$29.00 (fee charged once each statement period if the balance exceeds the credit limit on the billing date)

Fees for cash advances (per transaction):

- National Bank ATMs and tellers:

- Other financial institutions in Canada\*:

- Other financial institutions outside Canada\*\*\*:

\$3.50

The Company and the Authorized Signatories may obtain additional information by calling from Montreal at 514-394-4494 or 1-844-394-4494 outside Montreal.

- \* Part of the Mastercard Network\*\* or Interac Network\*\* or THE EXCHANGE Network\*\*.
- \*\* Trademarks of *Interac* Inc., Mastercard International Inc., Cirrus System Inc. and Fiserv EFT. Authorized user: National Bank of Canada.
- \*\*\* Part of the Mastercard Network\*\* or Cirrus Network\*\*.
- (1) No fee will be charged for a transaction carried out within 30 days following the issuance of the monthly statement.
- (2) A foreign currency transaction appears on your statement in Canadian dollars.
  - To convert the amount of a transaction in a foreign currency to Canadian dollars, we use the same exchange rate charged to us by Mastercard Worldwide on the date the transaction is posted to your account. A fee of 2.5% will then be charged on the amount converted in Canadian dollars.
  - The applicable exchange rate is the rate in effect at the time the transaction is posted to your statement, whether it consists of a debit or a credit. The exchange rate applicable to a debit or a credit may however be different.
- 3) Fee may be reduced if a promotional offer is available and will be disclosed at the time the offer is made.
- (4) A list of the bank's select business partners is available on **nbc.ca** or by calling toll-free **1-844-394-4494**.



